

PHILIP C. HUNSUCKER (SBN 135860)  
BRIAN L. ZAGON (SBN 142403)  
MARC SHAPP (SBN 266805)  
HUNSUCKER GOODSTEIN PC  
3717 Mt. Diablo Blvd., Suite 200  
Lafayette, CA 94549  
Telephone: (925) 284-0840  
Facsimile: (925) 284-0870

LEE N. SMITH (SBN 138071)  
PERKINS, MANN & EVERETT, APC  
HUNSUCKER GOODSTEIN PC  
7815 N. Palm Ave, Suite 200  
Fresno, CA 93711  
Telephone: (559) 447-5700  
Facsimile: (559) 447-5600

Attorneys for Plaintiff  
AMERIPRIDE SERVICES INC.

FRED M. BLUM, ESQ. (SBN 101586)  
ERIN K. POPPLER, ESQ. (SBN 267724)  
VIVY D. DANG, ESQ. (SBN 297714)  
BASSI, EDLIN, HUIE & BLUM LLP  
500 Washington Street, Suite 700  
San Francisco, CA 94111  
Telephone: (415) 397-9006  
Facsimile: (415) 397-1339

Attorneys for Defendant  
TEXAS EASTERN OVERSEAS, INC.  
[Additional Attorneys Listed on Signature Page]

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

AMERIPRIDE SERVICES, INC.,

Plaintiffs,

vs.

VALLEY INDUSTRIAL SERVICES, INC.,  
a former California corporation, et al.,

Defendants.

Case No. 2:00-cv-00113-MCE-EFB

**STIPULATION AND ORDER  
REGARDING EVIDENCE RELATED TO  
AMERIPRIDE'S PRIOR SETTLEMENTS**

Judge: Hon. Morrison C. England  
Trial Date: August 5, 2016

1 Plaintiff AmeriPride Services Inc. (“AmeriPride”) and Defendant Texas Eastern  
2 Overseas, Inc. (“TEO”), by and through their respective counsel, stipulate as follows with  
3 respect to evidence that resulted in AmeriPride’s settlements with Huhtamaki Foodservice, Inc.  
4 (“Huhtamaki”) and California-American Water Company (“Cal-Am”):

5 **RECITALS**

6 1. On or about July 2005, AmeriPride and Cal-Am entered into a settlement agreement to  
7 settle claims from the action known as California-American Water Company v. AmeriPride  
8 Services, Inc., Case No. 2:02-cv-01479-LKK-JFM.<sup>1</sup> The \$2 million AmeriPride paid Cal-Am  
9 settled “all claims Cal-Am Water Co. had against AmeriPride.” Dkt. 864.

10 2. On February 12, 2007, AmeriPride and Huhtamaki entered into a settlement agreement  
11 to settle claims from the consolidated action known as AmeriPride Services, Inc. v. Valley  
12 Industrial Services, Inc., Case No. 2:00-cv-00113-MCE-EFB, consolidated with Huhtamaki  
13 Foodservice, Inc. v. AmeriPride Services, Inc., Case No. 2:04-cv-01494-LKK-JFM. The \$8.25  
14 million AmeriPride paid Huhtamaki settled “all claims Huhtamaki had against AmeriPride.”  
15 Dkt. 864.

16 3. Following the Court’s Pretrial Scheduling Order (Dkt. 988), TEO served discovery  
17 requests and notices of deposition on AmeriPride, Huhtamaki and Cal-Am seeking discovery  
18 related to the settlement negotiations that resulted in the final settlement agreements.

19 4. TEO asserts that the decision by the Ninth Circuit Court of Appeals in this matter  
20 requires that AmeriPride prove what portion of the settlements were reimbursement for the  
21 CERCLA claims asserted by Huhtamaki or Cal-Am and that the discovery discussed herein is  
22 relevant thereto. AmeriPride disputes TEO’s position and this Stipulation shall not be  
23 interpreted as AmeriPride’s agreement with any legal or factual position held by TEO.

24 5. AmeriPride, Huhtamaki and Cal-Am objected to TEO’s settlement related discovery  
25 because it sought evidence of settlement negotiations, including mediation communications.  
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28 <sup>1</sup> This action was related with the consolidated action known as AmeriPride Services, Inc. v. Valley Industrial  
Services, Inc., Case No. 2:00-cv-00113-MCE-EFB, consolidated with Huhtamaki Foodservice, Inc. v. AmeriPride  
Services, Inc., Case No. 2:04-cv-01494-LKK-JFM.

6. To avoid motion practice related to this discovery dispute and to streamline the presentation of evidence, TEO and AmeriPride agree that for all purposes in this Action, other than what is expressly stated in the final settlement agreements and in the Stipulation And Order Concerning Costs Incurred By AmeriPride Services Inc. filed on January 9, 2012 (Dkt. 864), neither party shall seek to admit evidence related to the terms or meaning of the final settlement agreements, or related to AmeriPride, Huhtamaki and Cal-Am's (and their respective counsel's) intent in entering into the final settlement agreements.

#### STIPULATION

The Parties, through their respective counsel of record, stipulate as follows:

1. For all purposes in this Action, other than what is expressly stated in the final settlement agreements and in the Stipulation And Order Concerning Costs Incurred By AmeriPride Services Inc. filed on January 9, 2012 (Dkt. 864), neither party shall seek to admit evidence related to the terms or meaning of the written Settlement Agreements, or related to AmeriPride, Huhtamaki and Cal-Am's (and their respective counsel's) intent in entering into the final settlement agreements.

2. The Parties are not precluded from submitting evidence of the claims that were resolved by the final settlement agreements with Cal-Am and Huhtamaki.

3. AmeriPride, Huhtamaki and Cal-Am are not required to respond to any TEO discovery requests relating to the settlement negotiations that resulted in the final settlement agreements.

4. Neither party shall seek to depose the persons who participated in negotiating the settlement agreements, including the attorneys for AmeriPride, Huhtamaki or Cal-Am. This shall not preclude either party from serving discovery related to documents that are otherwise relevant and in the possession of said attorneys.

Date: September 28, 2015

BASSI, EDLIN, HUIE & BLUM LLP

By: /s/ Erin K. Poppler

FRED M. BLUM  
ERIN K. POPPLER  
Attorneys for Defendant  
TEXAS EASTERN OVERSEAS, INC.

Date: September 28, 2015

WILSON, ELSER, MOSKOWITZ, EDELMAN  
& DICKER LLP

By: /s/ Ronald S. Bushner

RONALD S. BUSHNER (SBN 98352)  
SHANA INSPEKTOR (SBN 291841)  
WILSON, ELSER, MOSKOWITZ, EDELMAN  
& DICKER LLP  
525 Market Street, 17th Floor  
San Francisco, California 94105-2725  
Telephone: (415) 433-0990  
Facsimile: (415) 434 1370  
Attorneys for Defendant  
TEXAS EASTERN OVERSEAS, INC.

Date: September 28, 2015

HUNSUCKER GOODSTEIN & NELSON PC

By: /s/ Brian L. Zagon

PHILIP C. HUNSUCKER  
BRIAN L. ZAGON  
Attorneys for Plaintiffs  
AMERIPRIDE SERVICES INC.

Date: September 28, 2015

PERKINS MANN & EVERETT, APC

By: /s/ Lee N. Smith

LEE N. SMITH  
Attorneys for Plaintiffs  
AMERIPRIDE SERVICES INC.

### ORDER

Pursuant to the parties' stipulation, other than what is expressly stated in the final settlement agreements and in the Stipulation And Order Concerning Costs Incurred By AmeriPride Services Inc. filed on January 9, 2012 (Dkt. 864), neither party shall seek to admit evidence related to the terms or meaning of the written Settlement Agreements, or related to AmeriPride, Huhtamaki and Cal-Am's (and their respective counsel's) intent in entering into the final settlement agreements. The Parties are not precluded from submitting evidence of the claims that were resolved by the final settlement agreements with Cal-Am and Huhtamaki.

1 Neither party shall seek to depose the persons who participated in negotiating the settlement  
2 agreements, including the attorneys for AmeriPride, Huhtamaki or Cal-Am. This shall not  
3 preclude either party from serving discovery related to documents that are otherwise relevant and  
4 in the possession of said attorneys

5 IT IS SO ORDERED.

6 Dated: October 5, 2015

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9 MORRISON C. ENGLAND, JR., CHIEF JUDGE  
10 UNITED STATES DISTRICT COURT  
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